



### **SERVICES AGREEMENT**

This Services Agreement ("Agreement") is made effective as of the 5th day of January, 2009 ("Effective Date") by and between Ameren Services Company, a Missouri corporation with offices at 1901 Chouteau Avenue, St. Louis, Missouri ("Ameren"), as designated agent for Central Illinois Public Service Company, d/b/a AmerenCIPS, Central Illinois Light Company, d/b/a AmerenCILCO, and Illinois Power Company, d/b/a AmerenIP (collectively referred to herein as "AIU") and The CADMUS Group, Inc., an evaluation contractor, with offices at 700 SW Washington, Suite 400, Portland, OR 97205, ("Supplier").

### **BACKGROUND**

WHEREAS, the parties desire Supplier to perform evaluation services ("Services") under the terms and conditions of this Agreement with each Project defined in the Statement of Work hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **ARTICLE 1: DEFINITIONS**

- 1.1 "Acceptance Criteria" shall mean with respect to a Deliverable or a Service, a statement defining the criteria for acceptance of that Deliverable or Service. In no event shall the criteria for acceptance be based on the outcome of an evaluation by the Evaluator.
- 1.2 "Deliverable" shall mean a tangible work product to be developed for and delivered to Ameren, as set forth in the Statement of Work. By way of example, a "Deliverable" may consist of a plan, a report, or a design.
- 1.3 "Enforceable Intellectual Property Right" shall mean a proprietary right, including without limitation a trade secret, copyright, patent or trademark.
- 1.4 "Implementer" shall mean the implementation contractor hired by Ameren to implement the [Residential]/[Business] Energy Solutions Program Portfolio.
- 1.5 "Order" shall mean the ICC order issued on February 6, 2008 that approved the electric Energy Efficiency and Demand-Response Plan and authorized its implementation, as such order may be updated, modified or supplemented from time to time.
- 1.6 "Project" shall mean the Services to be rendered to Ameren, and the related Deliverables, as set forth in the Statement of Work.
- 1.7 "Statement of Work" shall mean the Statement of Work attached to this Agreement as Exhibit A hereto. In the event of a conflict between the Statement of Work and the provisions of this Agreement, the Statement of Work shall take precedence as to the Project described therein.

## ARTICLE 2: SERVICES

2.1 Supplier shall render the Services and deliver the Deliverables set forth in the Statement of Work to Ameren, and Ameren shall perform its responsibilities set forth in the Statement of Work. Supplier shall use commercially reasonable efforts to complete work in accordance with the agreed milestones and dates set forth in the Statement of Work. Supplier shall access Ameren's internal networks and information in accordance with the instructions contained in Exhibit B hereof.

2.2 Supplier acknowledges that this is a turn-key project and, unless otherwise specifically provided in the Statement of Work, Supplier shall provide and pay for all labor, equipment, rent, materials, tools, machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper preparation, execution and completion of the Services and Deliverables.

2.3 Supplier shall reasonably cooperate with all other contractors who may be performing work on behalf of Ameren and/or AIU, including without limitation the Implementer, and Supplier shall conduct its operations so as to not unreasonably interfere with the work of such contractors. Ameren and/or AIU shall use its reasonable efforts to cause the Implementer to conduct its operations so as to not unreasonably interfere with the work of Supplier under this Agreement.

## ARTICLE 3: FEES AND EXPENSES

3.1 All fees and expenses due Supplier in connection with a Project, inclusive of taxes, shall be set forth in the Statement of Work.

Payment for all work performed by Supplier in connection with a Project shall be made by AIU to Supplier in accordance with the payment schedule and procedures in the Statement of Work. Supplier shall issue invoices to AIU in accordance with the instructions contained in Exhibit C hereof.

AIU shall make final payment to Supplier after final acceptance of Services and Deliverables by Ameren, provided that there shall have been presented to Ameren and in form satisfactory to Ameren, waivers of lien for any Services performed or materials furnished, or receipts for said Services or materials, signed by the party who has or shall have a lien or claim for lien therefor. AIU shall have the right to withhold from any payment (including the final payment) an amount sufficient to cover the costs of Services performed or materials furnished for which Ameren shall not have received waiver of lien or receipts; and AIU shall have the right to withhold such amounts until said waivers of lien or receipts are presented to Ameren.

Supplier's correspondence, records, vouchers and books of account, insofar as they pertain to costs made for Ameren's account under this Agreement, will be open at all reasonable times to Ameren's inspection and audit.

All invoices shall be due and payable within thirty (30) days of receipt by AIU. Invoices paid within ten (10) days of receipt are subject to a discount of two percent (2%) of the amount invoiced. AIU may withhold payment of any charges that it disputes in good faith, and may set-off amounts Supplier owes Ameren and/or AIU as credits against charges payable to Supplier under this Agreement.

### 3.2. Audit

A. Right to audit. Supplier shall maintain during the course of the work, and retain not less than four years after completion thereof, complete and accurate records of all Supplier's costs which are chargeable to Ameren under this Agreement; and Ameren shall have the right, during normal working hours, to inspect, reproduce, and audit those records by authorized representatives of its own or a third party auditing firm selected by Ameren. The records to be thus maintained and retained by Supplier must provide sufficient detail for such charges and shall include (without limitation):

- Payroll records (hours, employee name, employee classification, multiplier breakdown etc.) that account for total time worked under such contract
- Canceled payroll checks or signed receipts for cash payroll
- Invoices (including all back-up details) for purchases, receiving and issuing documents, and all inventory records for Supplier's stock or capital items
- Paid invoices and canceled checks for purchased materials, subcontractor and third-party charges
- Records relating to air freight and ground transportation, including but not limited to handling, hauling, and disposing of materials/equipment
- Accurate, auditable records of gifts, entertainment, and gratuities to individual Ameren personnel

In addition, Supplier shall assist Ameren with respect to ensuring that all subcontractors adhere to and comply with the same requirements herein.

### B. Methodology

Both parties understand that to preserve the integrity of the relationship and to provide a reasonable level of quality assurance with respect to contract compliance, it is necessary to periodically conduct a detailed audit in accordance with the defined parameters stated herein.

1. Electronic Data File. In conducting the audit, Ameren requires that Supplier provide electronic data files containing all required information for all Ameren/AIU invoice activity for the entire audit period. The data files shall be in a file format compatible with industry accepted financial software applications (MS – Excel, Access), and contain data elements of all items invoiced by the Supplier. A listing of the minimum data field requirements is included below.

2. Statistical Sampling. As it is not administratively feasible for either party to conduct an audit of the entire population of invoices, both parties agree that statistical sampling and extrapolation techniques premised upon proven scientific principles and analyses shall be used. Accordingly, both parties shall comply with the language as stated below.

### C. Reimbursement

As part of the review process, both parties understand and agree that should errors occur, payment shall be made in accordance with the following terms. For all errors found in Ameren's favor, such errors shall be offset by the errors in favor of Supplier. More specifically, if the total aggregate errors found demonstrate underpayments to the Supplier, AIU shall reimburse Supplier for the corresponding underpayments. Conversely, should the total aggregate errors found demonstrate overpayments to Supplier, then AIU shall be reimbursed for the corresponding overpayments made. Both parties agree that any undercharges or overpayments, once identified and agreed upon, shall be paid within thirty (30) days of notice to the other party.

D. Electronic Data File Audits:

Electronic data file audits will entail review of all invoice data for the audit period in electronic file format. The data files will contain the following field requirements:

Invoice Data:

Invoice number (all)	Quantity (all)
Invoice date (all)	Unit-of-measure (all)
Employee name (services)	Unit price billed (all)
Employee number (services)	Total dollars invoiced (all)
Job classification (services)	Tax (all)
Wage code (ST, OT, DT, etc.) (services)	Freight (materials)
Union code (services)	<u>Payroll Data (Services):</u>
Date worked (services)	Employee name
Job number (all)	Employee number
Contract/Purchase Order number (all)	Work week ending
Supplier Sales Order number (materials)	Job classification
Transaction Type (stock vs. buyout)	Wage code (ST, OT, DT, etc.)
(materials)	Union code
Ship-to address (materials)	Date worked
Ship date (materials)	Job number
Client Product code/part number	Hours
(materials)	Hourly Rate
Supplier Product code/part number	Gross Wages
(materials)	SUTA Wages
Supplier Product description (materials)	SUTA Taxes
Product (service) description (all)	FUTA Wages
Equipment number (rentals)	FUTA Taxes
Equipment description (rentals)	FICA Wages
Rental begin date (rentals)	FICA Taxes
Rental end date (rentals)	

E. Statistical Sampling Audits

Statistical sampling audits will be conducting using the following sample and extrapolation procedure:

A computer generated random sample of approximately one hundred invoices shall be selected from the population of invoices covering the audit period, (generally four years). Two statistical tests shall be performed on the sample: the z-test to validate the sample mean and the chi-square test to validate sample variance. These tests will allow the assumption, with a probability of error being less than one percent ( $p < .01$ ), that the characteristics of the sample are representative of the characteristics of the population. Therefore it shall be a valid statistical procedure to extrapolate the error rate found in the sample to the total population. The resulting simple equation shall be:

$$\frac{\text{error value of the sample}}{\text{dollar value of the sample}} = \frac{\text{error value of the population}}{\text{dollar value of the population}}$$

The above statistical audit procedure is intended to represent the general conceptual approach of the audit team. It is not intended to be an inflexible policy indiscriminately applied to all audit situations. It is recognized that each audit is a unique situation that requires fair and responsible judgment in the application of statistical procedures to the quantification of errors. There are some types of errors that are isolated or singular events, which do not have the probability of recurring throughout the population. These types of errors will not be extrapolated. Only errors that have the probability of being recurrent events throughout the population will be extrapolated. At the close of the audit, the Supplier will have the opportunity to review all findings presented by the audit team. Errors will be excluded from the extrapolation only after mutual consent of both the Supplier and Ameren.

3.3 AIU will reimburse Supplier for the reasonable travel and living expenses for Supplier personnel that are directly connected with the performance of their duties on the Project if so provided in the Statement of Work or with the prior written consent of Ameren. AIU will reimburse Supplier for business-related transportation expenses including the actual cost of transportation on railroads, airlines, etc. including reasonable gratuities and incidental expenses. AIU will reimburse Supplier for travel at tourist or coach class rates only, unless specifically authorized by Ameren. Supplier should make reasonable efforts to utilize discount air fares when available (i.e. obtaining tickets in advance, etc.) When extraordinary measures are required (such as staying over a period of time, lengthy travel periods or multiple flight changes) to take advantage of discount airfares it is appropriate to seek reimbursement for the additional living and other expense incurred. Such additional reimbursements are not to exceed the difference between the discount air fare actually incurred and the air fare which would have been incurred by exercising "reasonable effort" to utilize discount air fares. Supplier personnel may earn personal frequent flier credits for flights taken on Ameren business. However, they may not incur abnormal billable travel time or incur any additional expenses for the purpose of accruing frequent flier miles. Travel to or from areas outside the continental United States must have prior written approval from Ameren to be reimbursed.

The cost of taxis, limousines and buses to and from airports will be reimbursed. Generally, the most economical means of transport should be used. Automobile mileage shall be reimbursed at the then current IRS approved per-mile rate. Fees for flight insurance purchased by Supplier personnel will not be reimbursed. Membership dues in travel clubs are not reimbursable.

The use of Rental Cars must be authorized in advance by Ameren. When Supplier personnel rent a car for Ameren business:

- (a) Check to be sure that they are receiving any discounts to which they are entitled.
- (b) Request a compact-size car model, unless there is some specific reason to request a larger model.
- (c) AIU will not reimburse for transportation costs related to expenses for traffic and parking tickets.

AIU will reimburse Supplier for reasonable expenses for meals and lodging incurred by Supplier Personnel while working on the Project. Supplier should pay hotel bills directly. Personal items (i.e. room service charges, in-room movies, etc.) should be deducted from the total on the bill and only the net amount applicable to Ameren business should be submitted to AIU for reimbursement.

Personal telephone calls by Supplier employees to their homes are reimbursable provided the number, cost, and duration are reasonable.

Any expenses to be incurred that are not covered herein are subject to the advance approval of Ameren. If advance discussion is not possible, AIU will reimburse Supplier for the expense if expense reimbursements are generally authorized and if the expenditure is business related, proper, and reasonable. Aggregate reimbursements shall not exceed five percent (5%) of the total value of the Statement of Work issued hereunder without the prior written consent of Ameren.

3.4 For services that are performed on a Time and Material basis and pricing is based on a cost plus or labor cost buildup basis, the following shall apply:

It is AIU's intent to only reimburse Supplier for actual payroll taxes and workers' compensation ("WC") costs. Supplier is required to provide a reconciliation of billed payroll taxes (FICA/FUTA/SUTA) and WC to actual payroll taxes and WC costs on an annual basis by January 31 of each year. If the estimate billed is lower than the actual taxes/costs, then AIU will remit, via check, by February 15 of each year, the difference to Supplier. If the estimate billed is higher than the actual taxes/cost, then Supplier will remit, via check, by February 15 of each year, the difference to AIU. To further clarify, it is the intent that any amounts over-collected from AIU by Supplier, on all Ameren jobs other than lump sum jobs, above its actual costs due to statutory caps/cutoffs, rate differences, rebates, premium discounts, etc. be refunded to AIU.

Supplier's statutory rates (insurance and payroll taxes) shall be adjusted (increased or decreased) at the time the Supplier is notified of such adjustment. Any Supplier cost associated with Labor Union participation shall be a reimbursable cost.

Workman's Compensation and General Liability rates for activities not covered by an Owner-Controlled Insurance Plan shall be adjusted at the time Supplier is notified of rate change. (i.e. lead abatement, asbestos abatement, offsite activities).

General liability and property damage insurance, overhead and profit are fixed rates that are not subject to reconciliation and/or audit.

As part of this reconciliation process, Supplier may be required to provide Ameren with the following information:

1. State returns (with supporting schedules) showing payroll tax and WC rates and amounts paid.
2. Insurance bills showing WC rates paid, if privately insured.
3. Detail listing of any out-of-pocket WC claims paid, showing the amount and date paid, if self insured with deductible.
4. Excel spreadsheet (electronic) showing the reconciliation.
5. Electronic database (Excel/Access format) showing weekly payroll records by employee for all Ameren jobs, other than lump sum jobs. The data fields required are listed below.

**Payroll Electronic Database (required data fields):**

- Employee Name
- Employee Number
- Job Classification Code
- Job Classification Description
- Union Code

- Shift Code
- Ameren Location
- Supplier Location
- Job number
- Period End Date
- FICA – SS amount
- FICA – Medicare amount
- FUI amount
- SUI amount
- Regular Hours Worked
- Overtime Hours Worked
- Double Time Hours Worked
- Wage Rate
- Total Wages

These reconciliation calculations provided by the Supplier are subject to validation and audit by Ameren or its designated representative.

#### ARTICLE 4: CHANGE CONTROL PROCEDURE

4.1 The parties acknowledge and agree that the occurrence of the following events may require a change to the schedule and/or fixed price: (A) a material change to or deficiency in the information which Ameren has supplied to Supplier; (B) an unanticipated event that materially changes the service needs or requirements of Ameren; (C) circumstances beyond the reasonable control of either of the parties, acts of God or other Force Majeure Events (as defined herein); or (D) a change in law (each, an "Adjustment Event").

4.2 The parties also agree that from time to time during the term of this Agreement, Ameren may request, or Supplier may propose, that Supplier implement a change to the Services which may require a change to the schedule and/or fixed price (each, a "Change"), including: (A) a change to the scope of the Services, including the Deliverables and/or their functionality; or (B) a change in the prioritization or manner in which Supplier is performing the Services.

4.3 In the event an Adjustment Event occurs or the parties agree on a Change, Supplier shall prepare and provide to Ameren a proposed change order.

4.4 Ameren shall review the proposed change order and either (A) reject the proposed change order, (B) approve the proposed change order or (C) notify Supplier of any item(s) set forth in the proposed change order of which Ameren disapproves, in which case Ameren and Supplier shall use diligent efforts to seek to resolve such item(s) within thirty (30) days. Supplier shall not commence the work described in a proposed change order until Ameren has provided Supplier with (A) written authorization signed by the Project Manager or other authorized representative of Ameren to commence providing such work under such proposed change order and (B) Ameren and Supplier have mutually agreed upon the content of, and executed, the proposed change order, including an adjustment to the schedule and/or the fixed price, as applicable, at which time the proposed change order shall constitute a "Change Order" and an amendment to the Statement of Work and the work set forth therein shall constitute Services. The compensation set forth in the Change Order shall be the total compensation due to Supplier in connection with the Services set

forth therein, including, without limitation, changes in the schedule of such Services and the cumulative impact of Changes and Supplier hereby waives any claim to additional compensation in connection with any such Change Order.

#### ARTICLE 5: ACCEPTANCE OF DELIVERABLES

Acceptance of Deliverables shall be made in accordance with the Acceptance Criteria set forth in the Statement of Work.

#### ARTICLE 6: TERM OF AGREEMENT

This Agreement is effective on the Effective Date and shall extend until the Statement of Work has terminated or expired, unless sooner terminated as hereinafter provided.

#### ARTICLE 7: DELIVERY AND ACCEPTANCE

7.1 Supplier shall furnish to Ameren the Deliverables, meeting notes and other working papers, if any, described in the Statement of Work in accordance with the terms of the Statement of Work in all material respects.

7.2 Supplier will exercise due professional care and competence and will perform Services in a first class, workmanlike manner. Ameren shall have the right to evaluate and test each Deliverable in accordance with the applicable Acceptance Criteria. Within thirty (30) days of delivery, Ameren shall give Supplier written notice of Ameren's acceptance or rejection of the Deliverables in accordance with those Acceptance Criteria. Ameren's acceptance of the Deliverables shall in no manner waive Ameren's rights under any representation or warranty set forth in this Agreement.

7.3 Supplier shall correct any deficiencies or errors and/or omissions in the Services and/or Deliverables at Supplier's cost in order that the Deliverables will meet the Acceptance Criteria.

#### ARTICLE 8: SUPPLIER'S USE OF CLIENT MATERIALS

No license or right is granted under this Agreement to Supplier to use, execute, reproduce, display, perform, distribute externally, sell copies of, or prepare derivative works based upon, any Ameren materials, except that Supplier may exercise the foregoing rights of use, execution, reproduction and adaptation within its own organization solely for the purpose of rendering performance as required by the Statement of Work. Upon completion of such performance, all Ameren materials (excluding any adaptations thereof) shall be returned in their entirety to Ameren. The terms of this Article do not, however, affect the obligations of the parties under Article 11 (*Confidentiality*) below.

#### ARTICLE 9: OWNERSHIP AND RIGHTS

9.1 Unless otherwise provided in the Statement of Work, Ameren shall, upon payment of invoices relating thereto, own all Deliverables and all U.S. copyrights in those Deliverables, and all Deliverables shall be considered work made for hire owned by Ameren. If any such Deliverables may not, by operation of law, be considered works made for hire (or if ownership of all right, title and interest of the U.S. copyrights therein shall not otherwise vest exclusively in Ameren), Supplier shall be deemed to have automatically assigned, without further consideration, the ownership of all U.S. copyrights therein to Ameren, its successors and assigns, upon such



payment. Ameren, its successors and assigns, shall then have the right to obtain and hold in its or their own name copyrights, registrations, and any other protection available in the foregoing.

9.2 To the extent any technology, information or materials developed or acquired by Supplier independently of work under this Agreement are incorporated or embedded in Deliverables, and including all third party works and products which Supplier is free to license, Supplier hereby grants Ameren and the Illinois Commerce Commission a royalty-free, irrevocable, worldwide, nonexclusive, perpetual license, to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform and display Deliverables internally. Notwithstanding any other provision of this Agreement, Supplier retains ownership of all such pre-existing technology, information and materials, and subject to any applicable nondisclosure obligation, retains the right to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform and display its knowledge, experience and know-how, including processes, ideas and techniques developed or improved by Supplier in the course of performing this Agreement.

9.3 All information provided to Supplier or any subcontractor by any person who is or hereafter becomes a customer of Ameren or AIU, or who participates in the Project, including without limitation their names, social security numbers, credit card numbers, identifying information, mailing and email address, marketing, product or other preferences, energy consumption, savings, performance and other data, and other information provided by them or collected about them as part of the Project or otherwise (collectively, the "Customer Information"), shall, as between Ameren and Supplier, be owned by Ameren and treated by Supplier in the same manner as Ameren Confidential Information and in accordance with applicable laws and regulations restricting the disclosure and use of such information. Supplier acknowledges that the customer relationships and goodwill associated with the Project and the benefits thereof belong exclusively to Ameren. Supplier shall include in its subcontracts provisions necessary to implement the intent of this paragraph.

#### ARTICLE 10: PROJECT TERMINATION

10.1 Ameren shall have the right to terminate a Project at any time without cause upon seven (7) days prior written notice to Supplier. In the event of such termination, Supplier shall immediately suspend the provision of Services and Ameren shall pay for all conforming Services rendered and all conforming Deliverables provided through the effective date of termination. Supplier shall promptly deliver to Ameren all materials and information supplied by Ameren in connection with the terminated Project, together with all Deliverables in process at the effective date of termination, whether complete or partially complete.

10.2 Ameren or Supplier may terminate this Agreement for material breach thereof upon fifteen (15) days prior written notice, if the breach is not cured within the fifteen-day notice period; provided that such fifteen-day cure period shall be extended so long as the party in breach is diligently pursuing the cure of such breach. Neither party shall be obligated to provide more than one opportunity to cure a material breach during the term of this Agreement.

10.3 Either party may terminate this Agreement and the Statement of Work hereunder effective immediately upon giving notification thereof in the event the other party is adjudged insolvent or bankrupt, or upon the institution of any proceeding against the other party seeking relief, reorganization or arrangement under any laws relating to insolvency, or for the making of any

assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of any of the other party's property or assets, or upon liquidation, dissolution or winding up of the other party's business.

10.4 Notwithstanding anything herein to the contrary or in any other agreement between the parties, and as required by the Illinois Commerce Commission's (the "Commission") Order on Rehearing in ICC Docket #07-0539, dated March 26, 2008, the Commission has the right to approve or reject this Agreement, and direct Ameren to terminate the Supplier, if the Commission determines that the Supplier is unable or unwilling to provide an independent evaluation; and approve any action by Ameren that would result in termination of the Supplier during the Agreement. In the event that Ameren or Supplier issue a notice of termination or notice of default under this Agreement, it shall contemporaneously provide a copy of such notice to the Commission.

#### ARTICLE 11: CONFIDENTIALITY

In the course of performing the Services, either party (the "Disclosing Party") may use and disclose to the other party (the "Receiving Party") software, other products, personnel data, Customer Information, business and technical information, and consulting methodologies of the Disclosing Party ("Proprietary Materials") that may or may not be licensed under separate agreements. The Receiving Party agrees to safeguard and keep confidential the Proprietary Material, and to use such Proprietary Materials only internally in the course of the Receiving Party's business. The Receiving Party will limit the use of, and access to, the Proprietary Materials to the Receiving Party's employees whose use of, or access to, the Proprietary Materials is necessary for the Receiving Party's internal business use. The Receiving Party will have in effect, and will enforce, rules and policies designed to protect against unauthorized use or reproduction of the Proprietary Materials and other confidential information, including instruction of and written agreements with the Receiving Party's employees and contractors to insure that they use and protect the Proprietary Materials in a manner which protects the Disclosing Party's proprietary rights. The Receiving Party shall not provide access to the Disclosing Party's Proprietary Materials to any third party unless such third party has signed a confidentiality agreement with the Disclosing Party. The Receiving Party shall have no obligation of confidentiality with respect to Proprietary Materials that: (i) were rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving them from the Disclosing Party; (ii) are, or subsequently become, legally and publicly available without breach of this Agreement; (iii) are rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) are developed by or for the Receiving Party without use of the Proprietary Materials and such independent development can be shown by documentary evidence; (v) are transmitted by a party after receiving written notification from the other party that it does not desire to receive any further Proprietary Materials; or (vi) are disclosed by the Receiving Party pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides the Disclosing Party (a) prior written notice of such obligation and (b) the opportunity to oppose such disclosure or obtain a protective order.

#### ARTICLE 12: INTELLECTUAL PROPERTY INDEMNITY

12.1 Ameren will notify Supplier, in writing, of any claim against Ameren that any Deliverable, or the use thereof, infringes an Enforceable Intellectual Property Right. Upon being notified of any action brought against Ameren based on such a claim, Supplier, at its sole cost, shall

indemnify and defend Ameren in the action, perform any negotiations for settlement or compromise of the action, and pay any and all settlements reached and/or costs and damages awarded in the action, together with reasonable attorneys' fees; provided, however, that to the extent that any action is based upon a claim that material furnished to Supplier or inserted into any Deliverable by Ameren, or the use of such material, infringes an Enforceable Intellectual Property Right, Ameren, at its sole cost, shall indemnify and defend Supplier in the action, perform any negotiations for settlement or compromise of the action, and pay any and all settlements reached and/or costs and damages awarded in the action, together with reasonable attorneys' fees.

12.2 In the event of any such action for infringement of an Enforceable Intellectual Property Right Supplier will, with the consent of Ameren: (a) obtain for Ameren or Supplier the right to use the infringing material, (b) modify the Deliverables so as to render them non-infringing and functionally equivalent, or (c) provide Ameren with functionally equivalent substitute Deliverables. Any remedy under this paragraph shall be undertaken at the expense of the party that furnished the infringing material.

#### ARTICLE 13: WARRANTIES

Supplier warrants that, at the time of delivery to Ameren, the Deliverables will not infringe any Enforceable Intellectual Property Right of any third party. Supplier makes no warranty with respect to third party rights in any materials furnished to Supplier by Ameren. In addition, Supplier warrants that all Services will be performed and all Deliverables will be provided: (i) in a timely and professional manner by appropriately skilled personnel; (ii) in a manner that conforms to high standards for quality in the field of energy efficiency; and (iii) in compliance with any and all applicable laws or regulations, including, without limitation, the Order, and in a manner that does not violate any such laws or regulation.

Supplier further warrants that any and all Deliverables (with respect to tangible property) created and/or delivered by Supplier under this Agreement or the Statement of Work shall be free from defects in material and workmanship. In addition to Supplier's warranties set forth in this Agreement, (i) Supplier hereby assigns to Ameren any and all warranties provided to Supplier by any manufacturer or seller of the Deliverables or any components thereof and (ii) Supplier shall take all steps necessary to pass through any third party warranties provided in connection with the Project, Services or Deliverables.

#### ARTICLE 14: INSURANCE

Without limiting the scope or extent of the protection afforded Ameren or the liabilities assumed by Supplier herein, Supplier and any subcontractors shall obtain and maintain in force for the entire life of this Agreement the following insurance and name Ameren Corporation, its subsidiary and affiliates as additional insured on primary and non-contributory basis and include a severability of interest provision:

- (A) Commercial General Liability insurance on the premises and Services covered by this Agreement and specifically including, without limitation, contractual liability insurance to cover liability assumed by Supplier with combined single limits, per accident, of not less \$1,000,000 for bodily injury, including death and property damage.
- (B) Worker's Compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$500,000.

- (C) Comprehensive Auto Liability insurance which has minimum combined single limits for bodily injury and property damage of \$1,000,000 per accident. The Comprehensive Auto Liability policy shall include owned and blanket non-owned and hired coverage.
- (D) Commercial Umbrella Liability insurance with limits of not less than \$2,000,000 per occurrence. Such umbrella shall be excess over all other coverage required in this section, except Worker's Compensation.
- (E) Professional Liability insurance with limits of not less than \$1,000,000.

Supplier shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against Ameren, its directors, officers, agents and employees, and Supplier shall indemnify Ameren against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.

Supplier shall, before the commencement of any Services, furnish Ameren with a certificate from an insurance carrier acceptable to Ameren stating that policies of insurance carrier acceptable to Ameren have been issued by it to Supplier and any subcontractors providing for the insurance listed above and that such policies are in force. All such certificate(s) shall state that the insurance carrier(s) will give Ameren thirty (30) days prior written notice (by first class mail) of any cancellation or material change in such policies, addressed to Ameren Services Company, Attention: Risk Management, P.O. Box 66149, St. Louis, MO 63166-6149.

#### **ARTICLE 15: INDEMNITY**

15.1 Supplier shall defend, indemnify and save harmless Ameren, its parent, affiliates and subsidiaries, and their respective directors, officers and employees, from and against any and all claims, demands, losses, damages, attorney fees and expenses caused by or resulting from any act or omission of Supplier, its agents, employees, or subcontractors, including consultants, arising out of or in connection with the Services to the fullest extent permitted by law: (i) for bodily injuries, including death, to any person, including, but not limited to, third parties, employees of Ameren, Supplier or subcontractor and their respective dependents or personal representatives; (ii) for illness and disease to any person including, but not limited to, third parties, employees of Ameren, Supplier or subcontractor and their respective dependents or personal representatives; (iii) for personal injury, including, but not limited to, libel, slander, defamation or injury arising from the violation of any individual right protected by any Federal or State law, to any person including, but not limited to, third parties, employees of Ameren, Supplier or subcontractor and their respective dependents or personal representatives; (iv) for damage to both personal and real property, including contamination of air, soil and water of Ameren, as well as any other entity or person, including adjoining, adjacent, or nearby property, buildings, driveways, walks, yards, fences and livestock, including the loss of use thereof sustained by any person or entity; and (v) for liability arising out of or by virtue of any law, Federal or State, whether statutory or common law, or any ordinance, regulation or rule of any public body or corporation, whether created or existing under and by virtue of any Federal or State law under which Ameren, Supplier or subcontractor is or may be alleged to be liable or responsible by virtue of ownership, control, action or failure to take action, in connection with the Services.

15.2 Supplier shall not be obligated to indemnify Ameren against any liability, losses, claims, damages, costs and expenses arising from Ameren's negligence.

15.3 In addition to and without limiting the indemnification provided under paragraph 15.1, Supplier agrees to indemnify and save harmless against any liability for any and all federal, state and local withholding taxes, penalties and interest (including, but not limited to, any amount paid in professional fees related to such taxes, penalties and interest) with respect to:

- (a) Supplier's employees provided in connection with the Services rendered under this Agreement; and
- (b) Independent contractors hired by Supplier and provided in connection with the Services rendered under this Agreement, even if such independent contractors are determined by the Internal Revenue Service or state or local taxing authority to be employees of the Ameren for withholding tax purposes.

#### **ARTICLE 16: SUPPLIER PERSONNEL**

At Ameren's request, Supplier shall submit a list of personnel engaged in connection with a specific project, which shall be subject to Ameren's approval and included in the Statement of Work. Supplier warrants that all personnel named in the Statement of Work shall actually perform or supervise the work contemplated therein, in the manner described therein, until the completion, and Ameren's acceptance, of the Services performed thereunder.

In the event that Supplier wishes to remove from Ameren's service any of the personnel named in the Statement of Work, or substitute other personnel for any of the personnel so named, Supplier shall submit such request to Ameren at least ten (10) days in advance of the proposed removal or substitution. In the event of a contemplated substitution, Supplier shall submit pertinent resume and biographical data on the proposed substitute personnel. No such removal or substitution may be made without the prior written approval of Ameren, which will not be unreasonably withheld.

#### **ARTICLE 17: INDEPENDENT CONTRACTORS**

Supplier and Ameren shall at all times be independent parties. Neither party is an employee, joint venturer, agent, or partner of the other; neither party is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. The employees, methods, facilities and equipment of each party shall at all times be under the exclusive direction and control of that party.

#### **ARTICLE 18: REGULATION OF VISITORS, PHOTOGRAPHS AND PRESS RELEASES**

- A. Supplier shall not permit visitors on Ameren premises without the prior written consent of Ameren.
- B. Supplier may not use Ameren's name or photographs taken by the Supplier on or in the vicinity of Ameren's premises in Supplier's advertising without the prior written consent of Ameren.
- C. Supplier shall not make any verbal or written statement to any press or news media relative to the Services, Deliverables, this Agreement, Ameren, or Supplier without obtaining prior written consent from Ameren.

#### **ARTICLE 19: ASSIGNMENT**

Supplier may not assign any rights or delegate any obligations created by this Agreement without the prior written consent of Ameren. Ameren may not assign any rights or delegate any obligations created by this Agreement without the prior written consent of Supplier, which

consent shall not be unreasonably withheld. Notwithstanding the foregoing, Ameren shall have the right to assign this Agreement to an Affiliate. "Affiliate(s)" means any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Ameren. Ameren shall have the right to disclose Deliverables to Affiliate(s) and allow the use of the Deliverables by Affiliate(s) under conditions of confidentiality. Ameren shall have the right to assign its rights under this Agreement, in whole or in part, to Affiliate(s); provided that the Affiliate(s) to whom such rights are assigned assume the duties of Ameren. Any assignment in violation of this Agreement is void. This Agreement shall be binding upon the successors, legal representatives and permitted assigns of the parties.

#### **ARTICLE 20: FORCE MAJEURE**

Neither party shall be considered in default in the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by a Force Majeure Event, which is defined to include a fire, flood, explosion, strike, war, insurrection, embargo, government requirement, act of civil or military authority, act of God, or any similar event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties shall take all reasonable action to minimize the effects of a Force Majeure Event. If a Force Majeure Event prevents or delays the performance of a party for thirty (30) days, the other party shall thereafter have the right to terminate each affected Project upon written notice at any time before such performance resumes.

#### **ARTICLE 21: SEVERABILITY**

If any provision of this Agreement is found invalid or unenforceable by a court of law or an arbitration panel, the remainder of this Agreement shall continue in full force and effect.

#### **ARTICLE 22: RESERVATION OF RIGHTS**

A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, whether of a similar or different character.

#### **ARTICLE 23: ENTIRE AGREEMENT**

This Agreement, together with the Statement of Work executed by the parties, constitutes the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter herein. No modification or waiver of the provisions of this Agreement shall be valid or binding unless contained in a written document that is signed by both parties. Notwithstanding any course of dealings of the parties at any time, no purchase order, invoice or similar document shall be construed to modify any of the terms of this Agreement, unless the document (a) is signed by Supplier and Ameren and (b) expressly refers to this Article 23 and to all provisions of this Agreement that the parties intend to modify by such document.

#### **ARTICLE 24: NEGOTIATED TERMS**

The provisions of this Agreement are the result of negotiations between Ameren and Supplier. Accordingly, this Agreement shall not be construed in favor of or against either party by reason of the extent to which the party or any of its professional advisors participated in its preparation.

**ARTICLE 25: HEADINGS**

The headings used in this Agreement are intended for convenience only. They are not a part of the written understanding between the parties, and they shall not affect the construction and interpretation of this Agreement.

**ARTICLE 26: COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement.

**ARTICLE 27: GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL**

This Agreement shall be governed by Illinois law, and shall be deemed to have been executed and performed in the State of Illinois. EACH OF THE PARTIES HERETO: (I) HEREBY IRREVOCABLY SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF (A) THE APPROPRIATE ILLINOIS STATE COURT LOCATED IN THE COUNTY OF PEORIA, AND (B) THE U.S. DISTRICT COURT FOR THE CENTRAL DISTRICT OF ILLINOIS, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY THE OTHER, OR ITS RESPECTIVE SUCCESSORS OR PERMITTED ASSIGNS, WITH RESPECT TO THIS AGREEMENT, AND (II) TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE-NAMED COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER IN SUCH COURTS. EACH PARTY HEREBY EXPRESSLY WAIVES ALL RIGHTS OF ANY OTHER JURISDICTION WHICH THEY MAY NOW OR HEREAFTER HAVE BY REASON OF ITS PRESENT OR SUBSEQUENT RESIDENCE OR DOMICILE.

EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY, TO THE EXTENT PERMITTED BY LAW, OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY THE COURT WITHOUT A JURY AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THIS AGREEMENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

**ARTICLE 28: NOTICES**

Notices hereunder may be given by any means reasonably calculated to timely apprise the other party of the subject matter thereof and no notice shall be deemed deficient if in writing, or promptly confirmed in writing, and personally delivered, by express courier, or mailed first-class, postage prepaid, or sent by electronic mail or facsimile. Notice shall be deemed given on (i) the date of delivery or refusal in the case of personal delivery, (ii) the delivery or refusal date, as specified on the return receipt, in the case of over-night courier, express courier, or registered or certified mail or (iii) when received in the case of an e-mail or facsimile.

TO SUPPLIER:  
The Cadmus Group  
Attn: Contracts – Maren  
Curtis  
57 Water Street  
Watertown MA 02472

TO AMEREN:  
Ameren Illinois Utility  
Attention: ActOnEnergy  
Energy Efficiency  
Department  
300 Liberty Street  
Peoria, Illinois 61602

TO COMMISSION:  
Richard Zuraski-Energy  
Division  
Illinois Commerce  
Commission  
527 East Capitol Avenue  
Springfield, Illinois 62701

Either party may from time to time change the individual(s) to receive notices under this section and its address for notification purposes by giving the other party prior written notice of the new individual(s) and address and the date upon which the change will become effective.

#### ARTICLE 29: PERMITS AND COMPLIANCE WITH LAWS; SAFETY

- A. Supplier shall obtain at its expense all permits and licenses from governmental authorities and from private parties which are required in connection with the Statement of Work and the performance of the obligations of the Supplier under this Agreement.
- B. In the performance of the Statement of Work and its obligations under this Agreement, Supplier shall comply with all applicable laws, ordinances, rules, regulations, restrictions and requirements of all governmental authorities, (collectively, "Laws") in the provision of the Services hereunder, including, but not limited to, each of the Laws identified in the Statement of Work issued by Ameren in connection with this Agreement which are applicable to Supplier. Supplier shall deliver to Ameren all certificates of approvals resulting from inspections.
- C. Supplier certifies that all work provided and performed will be in compliance with the Williams-Stagger Occupational Safety and Health Act of 1970, as amended (OSHA) and all regulations and standards promulgated by the Secretary of Labor hereunder and where Supplier has OSHA Material Safety Data Sheets, Supplier shall forward copies promptly to Ameren's environmental, safety and health departments.
- D. Supplier will comply with all safety and health rules and procedures of Ameren, including Ameren's "Rules to Live by".

#### ARTICLE 30: RETENTION/DISCLOSURE



Notwithstanding any provision to the contrary, if Ameren is required by order of an agency or court of competent jurisdiction to retain any information, program, documentation, manual, or the like for a given time after termination of its use, Ameren shall have the right to do so. Moreover, nothing contained herein shall be construed to prohibit Ameren from disclosures required or requested pursuant to law, regulations, rules, or procedures of any governmental authority, including without limitation any regulatory agency or court of competent jurisdiction.

#### **ARTICLE 31: ENGAGEMENT OF SUBCONTRACTORS AND CONSULTANTS**

31.1 Supplier shall not delegate or subcontract any of its obligations under this Agreement, or engage consultants, without Ameren's prior written approval. Ameren shall have the right to approve or disapprove the use of proposed subcontractors or consultants not identified in the Statement of Work in its sole discretion. Subcontractors and consultants will be engaged subject to all applicable terms and conditions of this Agreement. Approved subcontractors and consultants shall bill Supplier directly for their Services, it being understood that such charges are considered as part of the fee due Supplier pursuant to the Statement of Work. Ameren shall have the sole right to approve the terms of any agreements between Supplier and its consultants or subcontractors providing Services hereunder and shall be provided a fully executed copy of any such agreement.

31.2 Supplier shall remain responsible for obligations, services and functions performed by subcontractors and consultants to the same extent as if such obligations, services and functions were performed by Supplier's employees and for purposes of this Agreement such work shall be deemed work performed by Supplier. Supplier shall be Ameren's sole point of contact regarding the Services, including with respect to payment.

31.3 Ameren shall have the right to direct Supplier to replace any subcontractor or consultant if the subcontractor's or consultant's performance is materially deficient, good faith doubts exist concerning the subcontractor's or consultant's ability to render future performance because of changes in the subcontractor's or consultant's ownership, management, financial condition, or otherwise, or there have been material misrepresentations by or concerning the subcontractor or consultant.

31.4 Supplier shall not disclose Ameren Confidential Information to a subcontractor or consultant unless and until such subcontractor or consultant has agreed in writing to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of Supplier under this Agreement.

#### **ARTICLE 32: SUPPLIER CERTIFICATION AND VERIFICATION**

32.1 In order to provide a safe and healthy working environment and to ensure that suppliers comply with the minimum mandatory requirements of its contract terms and conditions, Ameren has instituted a Supplier Certification Program for which suppliers must successfully complete the program requirements.

32.2 In order to obtain certification, Supplier must meet Ameren's minimum mandatory compliance requirements by completing a form and submitting proof of relevant compliance information, including insurance certificates, licenses, business classifications, safety experience rates, training initiatives, quality information, environmental compliance and other business data

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32.2 In order to obtain certification, Supplier must meet Ameren's minimum mandatory compliance requirements by completing a form and submitting proof of relevant compliance information, including insurance certificates, licenses, business classifications, safety experience rates, training initiatives, quality information, environmental compliance and other business data required by Ameren, as appropriate. Ameren will use this consolidated and verified information to determine Supplier's compliance with Ameren's corporate Supplier Certification Program, thereby qualifying Supplier to work at any Ameren site.

32.3 Ameren has contracted with a third-party verification company (Browz Group, LC) to collect, verify and manage relevant documentation. Registration with Browz will replace any existing contractor documentation previously required by and furnished to Ameren.

32.4 Supplier shall register directly with Browz for the Supplier Certification Program and shall submit all compliance information, supporting documentation and fees for verification and processing no later than ten (10) days from the Effective Date of this Agreement. The cost of enrolling in the Supplier Certification Program is \$595 annually. For further instructions contact Browz Buyer Services at (888) 276-9952

**ARTICLE 33: SURVIVAL**

The provisions of Articles 8, 9, 11, 12, 13, 14, 15, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 30, 32 and 33 shall survive any expiration, cancellation or termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives, to be effective as of the Effective Date above.

**AMEREN SERVICES COMPANY**

**SUPPLIER**

By: Stan E. Ogden  
Authorized Signature  
Stan E. Ogden

By: \_\_\_\_\_  
Authorized Signature

V.P., Customer Service and  
Public Relations

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

December 30, 2008  
Date

\_\_\_\_\_  
Date

required by Ameren, as appropriate. Ameren will use this consolidated and verified information to determine Supplier's compliance with Ameren's corporate Supplier Certification Program, thereby qualifying Supplier to work at any Ameren site.

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**AMEREN SERVICES COMPANY**

**SUPPLIER**

By: \_\_\_\_\_  
Authorized Signature  
Stan E. Ogden  
  
\_\_\_\_\_  
V.P., Customer Services and  
Public Relations  
  
\_\_\_\_\_  
Date


By:  \_\_\_\_\_  
Authorized Signature  
M. Sami Khamis  
Name  
Vice President  
Title  
  
1/5/09  
Date

EXHIBIT A

**Statement of Work for Ameren Illinois Utilities  
Residential Energy Efficiency Solutions 2008-2011  
Evaluation Services**

**0.0 INTRODUCTION**

This Statement of Work ("SOW") describes the tasks to be completed by the Cadmus Group and its subcontractors (Evaluator) relating to the evaluation, measurement and verification ("EM&V") of the Ameren Illinois Utilities (AIU) Residential Energy Efficiency Solutions ("REES") portfolio for the 2008-2011 implementation period (the "Term"). While this SOW may not include everything necessary to complete the Evaluation Services (defined below), Evaluator understands that it has the turn-key responsibility for providing the Evaluation Services.

The three Program Years ("PY") defined under the Services Agreement by and between the implementation contractor ("Implementer") and AIU are defined as:

- Program Year One (PY1): June 1, 2008 through May 31, 2009
- Program Year Two (PY2): June 1, 2009 through May 31, 2010
- Program Year Three (PY3): June 1, 2010 through May 31, 2011

The Evaluation Services term for these PYs is from January 5, 2008 through February 30, 2012.

**0.1 Background and Objectives**

AIU has selected Evaluator to provide impact and process evaluations and verification and due diligence (the "Evaluation Services") for its REES portfolio. The REES portfolio is designed to capture electrical energy efficiency and demand response opportunities for the residential sector during the 2008-2011 implementation period. A separate consultant has been hired to evaluate AIU's Business Energy Efficiency Solutions ("BEES") portfolio. These portfolios comply with Section 12-103 of the Illinois Public Utilities Act ("Act"), 220 ILCS 5/12-103, which requires that electric utilities implement measures to reduce energy delivered by 0.2 percent in program year 2008 (June 1, 2008 through May 31, 2009), and continue to implement measures towards the target of reducing 2.0 percent of energy delivered in program year 2015 (June 1, 2015 through May 31, 2016) while complying with a cost cap (or spending limit) of the greater of, 2.0% of the amount paid by retail electric customers for the year ending May 31, 2007 or an incremental annual increase of 0.5% per year of the amount paid by retail electric customers for the year ending May 31, 2007 through May 31, 2010.

The evaluation services being sought are those required by Section 12-103(f)(7) of the Act and are for electric energy savings and demand reduction only. In particular, the following is called for:

"an annual independent evaluation of the performance of the cost-effectiveness of the utility's portfolio of measures and the Department's portfolio of measures, as well as a full review of the 3-year results of the broader net program impacts and, to the extent practical, for adjustments of the measures on a going-forward basis as a result of the evaluations. The resources dedicated to evaluation shall not exceed 3% of the portfolio resources in any given year."

AIU filed their Energy Efficiency and Demand-Response Plan pursuant to the Act in docket #07-0539. The Final Order stipulates that the Illinois Commerce Commission ("ICC") has the right to: approve or reject the contract; direct Ameren to terminate the Evaluator, if the Commission determines that the Evaluator is unable or unwilling to provide an independent evaluation; and approve any action by the utility that would result in termination of the Evaluator during the term of the contract.

The Final Order also establishes the "Stakeholder Group". The stakeholder group's responsibilities include but are not limited to providing recommendations and developing consensus with respect to: reviewing final program designs; establishing agreed-upon performance metrics for measuring portfolio and program performance; reviewing Plan progress against metrics and against statutory goals; reviewing program additions or discontinuations; reviewing new proposed programs for the next program cycle; and reviewing program budget shifts between programs where the change is more than 20%.

AIU has hired an Implementation Contractor ("Implementer") to implement the REES Portfolio. The REES portfolio currently consists of the following Programs ("Programs"):

- a. Home Energy Performance
- b. Residential HVAC Tune-Up
- c. Residential Appliance Recycling
- d. Residential Lighting & Appliance
- e. Residential Multifamily
- f. Residential New HVAC
- g. Residential DR-DLC

The evaluation objectives are:

1. Impact Evaluation
  - a. Consider and analyze demand-response and energy efficiency measures and document the gross and net energy and demand savings associated with its Energy Efficiency and Demand Response portfolios
2. Provide verification and due diligence of project savings as reported by Implementation Contractor(s);
3. Suggest improvements to the design and implementation of existing and future Energy Efficiency and Demand Response programs;

4. Develop a best of class evaluation infrastructure for AIU’s Energy Efficiency and Demand Response programs.

**1.0 Task 1: Develop Portfolio/Program Evaluation Work Plans**

The Evaluator will create evaluation work plans (the “Work Plans”) describing the evaluation efforts to be conducted in PYs 1, 2 and 3 for each of the Programs in the REES Portfolio. Prior to the start of this evaluation services engagement, the Illinois stakeholder’s group developed a preliminary outline for Work Plans as defined in Attachment B. While this outline is non-binding, the intent is to ensure that fundamentally sound and similar evaluation methodologies and processes are implemented across the State. As referenced in section 7.0, the Evaluator will consult with AIU, the stakeholder’s group and the ICC in the development of these Work Plans in the following manner:

- Evaluator will develop initial Work Plans in collaboration with the stakeholder’s group and the ICC, with consulting time allocated to this activity remaining within the budget restrictions of this agreement and as dictated by the Act. To this end, the Evaluator will effectively communicate its budget and time limitations pertaining to this involvement to all parties, while doing their best to achieve the expectations of the parties involved, and abiding by the deliverables of this contract.
- The Evaluator will adapt its preliminary Work Plans (Attachment C) to the collaborative Work Plan. In the event that the collaborative Work Plans can not be completed in a timely manner as needed for the completion of evaluation activities, the Evaluator will implement its own preliminary Work Plans, as approved by AIU, until such collaborative Work Plans are completed.
- The development of the initial Work Plans will include the Evaluator determining feasible and practical opportunities to coordinate AIU evaluation needs with the evaluation activities being performed by ComEd (Illinois) and UE (Missouri).
- After the collaborative Work Plans are completed, the Work Plans will not be considered final until approved by AIU in writing. Evaluator will adhere to processes and methodologies defined by the collaborative Work Plans as it deems practical and appropriate, within the realms of this agreement.
- It is anticipated that ongoing changes may occur with the Work Plans. Such changes will be approved by AIU. Evaluator will provide copies of changes to Work Plans to the ICC as they occur. Copies of changes to Work Plans will be provided to the stakeholder’s group by AIU as they occur.

**1.1 Work Plans Schedule**

Tasks/Deliverables	Due Dates
Kick-Off meeting with AIU	2 weeks after contract signing

In-Depth Interviews with AIU Staff and Implementer	2 weeks after contract signing
Presentation of Preliminary Plans to AIU	30 days after preliminary plans
Presentation of Preliminary Plans to stakeholder group and ICC	45 days after contract signing
Final Plans completed	1 week after presentation to stakeholder group and ICC
Program Year 2 Evaluation Plan Update	May 1, 2009
Program Year 3 Evaluation Plan Update	May 1, 2010

## 2.0 Task 2: Establish Verification and Due Diligence Procedures for the Implementer

Working alongside Implementer, Evaluator will ensure that Program delivery does not deviate from the desired course. For this process to work, Evaluator needs to create specific procedures for Implementer. The most critical of these procedures involves identifying evaluation data needs at the outset of the Program and making sure the data are collected at the optimal time.

Through Evaluator's verification effort and contacts with customers, all quality of installations, client satisfaction, and accuracy of reporting issues will be investigated and reported to AIU in real time for possible course corrections.

The Evaluator will also establish appropriate quality assurance and quality control (QA/QC) procedures by program. The rigor of such procedures (such as sample size, frequency of procedures) will depend on the program and associated end use. The evaluation plans will clearly delineate the sample size necessary, the frequency of the procedure, and the method of selecting measures to inspect. All QA/QC data will be submitted to AIU for inspection, analysis, and reporting. As the programs progress, procedures may need to be revised to provide maximum value.

Quality control issues related to the work of Implementer will be handled within the evaluation process, i.e., through Evaluator's customer surveys, site visits, and actual estimation of savings. Random sample of customers will be surveyed and asked about their experience with Implementer. Sites visited will be examined for claimed installation as well as the quality of these installations.

### 2.1 QA/QC Procedure Schedule

Tasks/Deliverable	Due Date
QA/QC Evaluation Procedures	30 days after kickoff meeting
QA/QC Implementation	Ongoing

**2.2 Technical Reference Manual**

In the event that the Implementer develops estimated measure savings parameters in a Technical Reference Manual ("TRM"), including assumptions, lifetime, free ridership, spillover, NTGR values, incremental and baseline costs, expected useful lives, and other parameters as needed, the Evaluator will review information in the TRM and provide recommendations for making changes based on databases of energy efficiency and demand response measures, energy simulation models, and other sources including primary research, and discussions with contractors and retailers. Preference will be given to using Midwest-specific data if available. If the Implementer does not provide a TRM in a timely fashion as determined by the Evaluator and AIU, then the Evaluator will work with the Implementer to come to a common understanding for the evaluation approach and methodologies to be used by the Evaluator. The Evaluator will submit in writing to the Implementer and AIU a memorandum detailing the direction provided by the Evaluator to the Implementer when this activity has been completed for each program.

In the event that the Implementer produces a TRM, the TRM is likely to be provided to the Evaluator one program at a time. Evaluator will conduct an initial review at the outset and provide input to specific parameters throughout the evaluation.

In the event that a TRM is not produced by Implementer, then the Evaluator will review processes, methodologies and assumptions being used by Implementer and provide the Implementer and AIU with a memorandum that summarizes the Evaluator's acceptance or concerns with the Implementer's approach and assumptions. The Evaluator will focus on Programs that are currently operational first and then programs that are queued for launch second. AIU will provide direction to the Evaluator for the TRM or memorandum approach.

**2.3 TRM Initial Review Schedule**

Tasks/Deliverable	Due Date
Draft Review Inputs/Assumptions	Feb. 1, 2009
Final Recommendations	April 1, 2009
Program Year 2 TRM Update	May 1, 2009
Program Year 3 TRM Update	May 1, 2010

**3.0 Task 3: Review Implementer's Tracking Systems and Program Theories**

Evaluator will provide data tracking for the Implementer if AIU chooses; or work with the Implementer's data tracking system; or set procedures to use both systems, if needed. Evaluator will provide the Business Energy Efficiency Solutions portfolio evaluation team access to use Evaluator's tracking system if requested by AIU.



Evaluator will conduct the requested reviews of Program tracking systems and Program theories. In addition, Evaluator will check and recheck Implementer's data and data-collection techniques. Evaluator's procedures for making these reviews include:

- Early spot checks on field data to look for discrepancies and to identify necessary adjustments to data-collection equipment or procedures.
- Regular reviews of the data collected to identify incomplete information, data entry errors, or computation errors that could affect the final result.

Evaluator will review Implementer's Program theories and logic models to identify problems or issues with the logic models with respect to their ability to move from a market theory and the key identified barriers to end-use behavior changes that are to be influenced by the Programs' efforts. Evaluator will, as needed, develop Program theories and logic models that will help structure the evaluation efforts to address the evaluation goals. Evaluator will support evaluation-related communications with Implementer to ensure the evaluation efforts are timely and address the need for two way communications during the Program implementation/evaluation efforts.

**3.1 Review Data Tracking Schedule**

Tasks/Deliverable	Due Date
Draft Review of Tracking System	February 2009
Final Recommendation	April 2009
Data Review	Ongoing

**4.0 Task 4: Implementation of Work Plans and Verification Procedures**

This task involves the actual implementation of the Work Plans and Verification Procedures, as approved by the AIU. Activities will include, but are not limited to:

- Maintaining an evaluation data and management tracking system;
- Reviewing Implementer's ex-ante savings estimates;
- Working with the Implementer in developing estimated measure savings parameters with all work documented in a Technical Reference Manual (TRM), including assumptions, lifetime, free ridership, spillover, NTGR values, incremental and baseline costs, expected useful lives, and other parameters as needed. The Evaluator's role will include reviewing the TRM information and possibly revising certain values as needed;
- Conducting due diligence review of the NTGRs currently embedded in the AIU Energy Efficiency and Demand Response Implementation Plan and estimating additional stipulated savings as needed for impact evaluations
- Conducting a due diligence review of the stipulated savings values currently embedded in the AIU Energy Efficiency and Demand Response Implementation Plan and estimating additional stipulated savings as needed for impact evaluations
- Conducting limited market baseline studies to establish baselines as needed for specific Program's impact evaluations

- Propose sampling confidence/precision criteria that meets 90/10 confidence levels
- Verifying Implementer supplied data
- Acquiring data from Implementers or other sources
- Conducting field inspections using trained personnel
- Installing spot, short-term and long-term metering equipment on participant property
- Developing survey instruments
- Collecting and analyzing data
- Calculating Gross Program energy and demand savings using field verification, stipulated savings, M&V, and/or large scale billing analyses
- Calculating Net Energy and Demand Savings using benchmark NTGR values and/or "bottom-up" NTGR analyses (using interview or other techniques) considering full, partial and deferred free-riders, free-drivers and spillover
- Calculating cost-effectiveness of Programs - using the TRC tests following the guidance in the Illinois Act (SB1592) for IL TRC;
- Commenting on the reliability of evaluation results reported by Evaluator; this should include discussion of the threats to validity and sources of bias and the approaches used to reduce threats, reduce bias and increase the reliability of the findings, and a discussion of study findings precision levels
- Conducting process evaluations using interview techniques and document review procedures
- Measuring customer satisfaction as part of the process
- Interfacing and coordinating reporting with AIU Evaluation Manager

AIU will disperse customer billing data to Evaluator as required in support of the evaluation, measurement and verification process. Evaluator and their subcontractors will sign Non-disclosure Agreements that will limit their use of these data to supporting these Programs. The data will be in an electronic format agreed to by AIU. Evaluator will follow AIU IT security standards.

## **5.0 Task 5: Evaluation Management**

Evaluator will be responsible for:

- Ensuring that all the evaluation work activities are implemented as documented in the Evaluation Plan and that project reporting is completed according to the specifications and schedule documented or referenced in the Evaluation Plan
- Ensuring that Evaluator's contract management obligations are carried out in a professional manner
- Maintaining regular and direct communication with AIU and Implementer as directed by AIU
- Maintaining and archiving electronic and paper files and data collected or developed during the conduct of the Evaluation Services. The documentation is the property of AIU and will be turned over to AIU throughout and at the end of the Term. It must be in a form and structure that supports a chain of evidence for all evaluation findings.
- Attending and occasionally facilitating meetings, including initiation meeting(s), regular and ad-hoc project meetings, and a final evaluation

- "close out" meeting
- Project reporting

The Evaluator will meet with Implementers to achieve program evaluation goals. AIU will be informed by the Evaluator about all interactions with Implementer, and copied on all correspondence and communications with Implementer. AIU Evaluation Manager will also be invited to attend all meetings, and participate in all interactions, but will not be required to attend. The Evaluator will manage subcontractors so that the team speaks with one voice through Evaluator as the prime contractor.

Project reporting may include, but will not necessarily be limited to, the following items, with a minimum of monthly memorandums:

**Bi-weekly Conference Calls.** During these calls with AIU personnel, Evaluator will provide updates about the project's status and issues. These calls will begin immediately after the project initiation meeting. As the REES Portfolio matures, AIU and Evaluator will determine the future frequency of calls.

**Monthly Reports.** Provided in conjunction with monthly invoices and delivered by the tenth working day of each month to AIU, these reports will include:

- Summaries of the conference calls
- Summary of accomplishments during the previous month
- Current month's activities/plans including any outstanding data requests
- Variances in schedule and budget, including any necessary explanations
- Any issues or concerns needing to be addressed (along with Evaluator's proposed solutions)

**Ad Hoc Reports.** To document problems, resolution and urgent issues as they arise. These reports may also need to be linked to changes in work efforts. These may specifically include process evaluation reports and reporting of activities supporting other Evaluators' market or potential studies.

**The following reports are required and will be provided to both AIU and the ICC according to the procedures outlined in section 7.0:**

**Quarterly Reports.** Quarterly reports will be a concise and informative summary of the monthly updates to allow for AIU and the ICC to have a summation of the evaluation effort within the recent quarter in one document.

**Annual Reports.** These reports will verify Implementer data from the previous PY(s), ending May 30<sup>th</sup> of 2009, 2010, and 2011 and provide interim estimates of the net energy impacts achieved for three snapshots in time as well as any other evaluation findings, observations, and recommendations regarding the Programs:

- Annual Report I- **Due September 2009** to cover PY1. (June 2008 through May 2009)
- Annual Report II- **Due September 2010** to cover PY2. (June 2009 through May 2010)
- Annual Report III - **Due September 2011** to cover PY3 (June 2010 through

May 2011)

Each Annual Report must be comprised of an annual independent evaluation of the performance of the cost-effectiveness of the utility's portfolio of measures as required of Section 12-103(f)(7) of the Act. Also as required in Section 12-103(f)(7) the Annual Report must also provide recommendations for adjustments of the measures on a going-forward basis as a result of the evaluation.

**Final Project Report.** The final project report will provide the final estimate of the net energy impacts achieved covering the full 36 months of the three PYs (June 2008 to May 2011) and must summarize all the work that has taken place. The final report will be produced, bound, and presented to AIU in a final wrap-up meeting in **February of 2012**. The report will include the following sections:

- Executive summary
- Background or introduction
- Methodology
- Impact and process evaluations findings
- Recommendations
- Appendices (Including a bibliography and reference list, clean copies of interview guides and survey instruments, and documentation of any electronic databases)

#### 5.1 Evaluation Management Schedule – Reports

Tasks/Deliverable	Due Date
Quarterly Report	March 2009
Quarterly Report	June 2009
Quarterly Report	September 2009
<b>Draft Annual Report</b>	<b>August 2009</b>
<b>Annual Report I</b>	<b>September 2009</b>
Quarterly Report	December 2009
Quarterly Report	March 2010
Quarterly Report	June 2010
Quarterly Report	September 2010
<b>Draft Annual Report</b>	<b>August 2010</b>
<b>Annual Report II</b>	<b>September 2010</b>
Quarterly Report	December 2010
Quarterly Report	March 2011
Quarterly Report	June 2011
Quarterly Report	September 2011
<b>Draft Annual Report</b>	<b>August 2011</b>
<b>Annual Report III</b>	<b>September 2011</b>
<b>Draft Final Report</b>	<b>January 2012</b>
<b>Final Report and Presentation</b>	<b>February 2012</b>

#### 6.0 Task 6: Program Evaluation Support

Evaluator will provide additional evaluation support as directed by AIU. This Program evaluation support may include but is not limited to the following activities:

- Supporting market assessment and baseline studies, saturation studies, and potential studies to be conducted by others
- Developing and designing materials needed for workshops, press conferences, reports, and case studies for distribution to general and technical audiences.
- Providing technical writing and editing as needed for a wide range of Program materials including presentation materials, reports, brochures, fact sheets, and newsletter articles.
- Preparing analyses, findings, and recommendations in response to inquiries from AIU. Preparing support materials as needed for each inquiry.
- Providing technical experts for hearings, workshops and Illinois stakeholder meetings, and preparing technical information for possible inclusion in meetings and reports.
- Evaluator will hold periodic training sessions as requested by AIU. Training will be offered to AIU staff, Implementer, other local subcontractors, and others as requested by AIU.

## **7.0 Regulatory and Stakeholder Responsibilities**

### **7.1 Illinois Commerce Commission**

As noted in the Introduction, AIU filed their Energy Efficiency and Demand-Response Plan pursuant to the Act in ICC Docket No. 07-0539. The resulting orders stipulate the Illinois Commerce Commission ("ICC") has the right to: approve or reject the contract; direct Ameren to terminate the Evaluator, if the Commission determines that the Evaluator is unable or unwilling to provide an independent evaluation; and approve any action by the utility that would result in termination of the Evaluator during the term of the contract.

To ensure that the Evaluator is performing an independent evaluation:

- 1) The Evaluator will meet with the ICC Staff at least quarterly and inform Staff of all evaluation activities.
- 2) The Evaluator will provide Quarterly Reports to both AIU and the ICC which will be a summation of the evaluation effort within the recent quarter in one document (as referenced in Task 5).
- 3) The Evaluator will implement the following reporting procedure for Annual and Final Reports (as referenced in Task 5):
  - Provide a draft of Annual and Final Reports simultaneously to both AIU and the ICC.
  - Receive comments regarding the content of the report from AIU and ICC by a date stipulated by the Evaluator.
  - Simultaneously distribute the final copy of the report to AIU and ICC.

## **7.2 The Illinois Stakeholder Group**

The order in ICC Docket No. 07-0539 also establishes the "stakeholder group". As stated in the order, the stakeholder group's responsibilities are: reviewing final program designs; establishing agreed-upon performance metrics for measuring portfolio and program performance; reviewing Plan progress against metrics and against statutory goals; reviewing program additions or discontinuations; reviewing new proposed programs for the next program cycle; and reviewing program budget shifts between programs where the change is more than 20%.

To abide by the order, the Evaluator shall consult with the stakeholders (and any designated representatives) in:

- Developing an Evaluation Framework, as referenced in section 8.0
- Developing evaluation Work Plans, as referenced in section 1.0.

## **8.0 Adaptation to Illinois Evaluation Framework**

Prior to the completion of this engagement, the Illinois stakeholder's group expects to develop a statewide EM&V framework document. While this framework is non-binding, the intent is to ensure that fundamentally sound and similar evaluation methodologies and processes are implemented across the State. The preliminary framework is included as Attachment A. It is anticipated that there will be changes to this framework and the Attachment will be updated as needed. The Evaluator will consult with AIU, the stakeholder's group (as referenced in section 7.0) in the development of this framework as follows:

- Evaluator will assist in the development of Illinois Framework on an as needed basis with consulting time allocated to this activity remaining within the budget restrictions of this agreement and the Act. To this end, the Evaluator will effectively communicate its budget and time limitations pertaining to this involvement to all parties, while doing their best to achieve the expectations of the parties involved.
- Evaluator will adhere to processes and methodologies defined by Illinois Framework as it deems practical and appropriate, within the realms of this agreement.
- Once a framework is agreed upon and implemented, any deviations from the framework need to be jointly agreed upon by the contractor and Ameren.

## **9.0 General Administration and Management**

### **9.1 Overall Schedule**

A schedule of work to be completed during the three PYs is included below. Evaluator shall adhere to this schedule of work. Evaluator will attend meetings - including initiation meeting(s), regular and ad-hoc project meetings, and a final evaluation "close out" meeting. Evaluator will attend in person when requested by AIU Evaluation Manager.

## 9.2 Overall Project Schedule

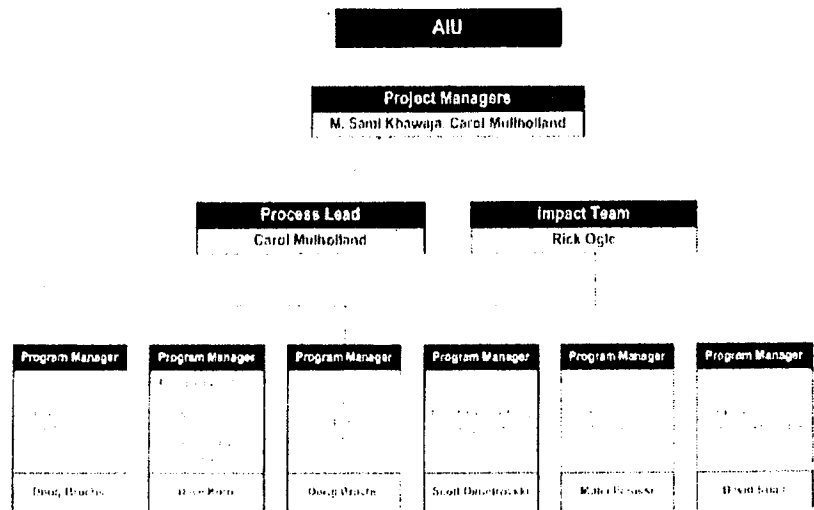
<b>Activity</b>	<b>Tasks/Deliverable</b>	<b>Due Date</b>
<b>Initiation Meeting</b>	Kick-off meeting	Two Weeks After Contract Signing
<b>Evaluation Work Plans Schedule</b>	Kick-Off meeting with AIU	2 weeks after contract signing
	In-Depth Interviews with AIU Staff and Implementer	2 weeks after project kick-off
	Presentation of Preliminary Plans to AIU	6 weeks after project kick-off
	Presentation of Preliminary Plans to stakeholder group and ICC	8 weeks after project kick-off
	Final Plans completed	1 week after presentation to stakeholder group and ICC
	Program Year 2 Evaluation Plan Update	May 1, 2009
<b>QA/QC Procedure Schedule</b>	QA/QC Evaluation Procedures	30 Days After Kickoff Meeting
	QA/QC Implementation	Ongoing
<b>TRM Review Schedule</b>	Draft Review Inputs/Assumptions	2 Weeks After Implementer makes available
	Final Recommendations	3 Weeks After Implementer makes Draft available
	Program Year 2 TRM Update	May 1, 2009
	Program Year 3 TRM Update	May 1, 2010
<b>Data Tracking Review Schedule</b>	Draft Review of Tracking System or Plan for Implementation or EEIS	30 Days After Kickoff Meeting
	Final Recommendation	Two weeks after Draft Review
	Data Review	Ongoing
<b>Evaluation Reporting Schedule</b>	Quarterly Report	March 2009
	Quarterly Report	June 2009
	Quarterly Report	September 2009
	<b>Draft Annual Report</b>	<b>August 2009</b>
	<b>Annual Report I</b>	<b>September 2009</b>
	Quarterly Report	December 2009
	Quarterly Report	March 2010
	Quarterly Report	June 2010
	Quarterly Report	September 2010
	<b>Draft Annual Report</b>	<b>August 2010</b>
	<b>Annual Report II</b>	<b>September 2010</b>
	Quarterly Report	December 2010
	Quarterly Report	March 2011
	Quarterly Report	June 2011
	Quarterly Report	September 2011

	<b>Draft Annual Report</b>	<b>August 2011</b>
	<b>Annual Report III</b>	<b>September 2011</b>
	<b>Draft Final Report</b>	<b>November 2011</b>
	<b>Final Report and Presentation</b>	<b>February 2012</b>

### 9.3 Evaluator Staffing

An organizational chart with Evaluator staffing details is included as Figure 1.0.

**Figure 1.0 Evaluator Staffing**



The Evaluator’s key personnel and subcontractors shall not be removed or replaced, or their assignments changed, during the course of the Term of this SOW without prior discussion with, and written consent of AIU. This specifically, but not exclusively, applies to all individuals named in Figure 1.

### 9.4 Budget

Evaluator agrees to provide Time and Material Evaluation Services described in this SOW throughout the Term for a total amount not to exceed \$976,646, including any reimbursable expenses and costs for Evaluator and subcontractors. In addition, the budget shall not exceed \$155,212 for the evaluation of PY 1, \$322,413 for the evaluation of PY 2, and \$499,300 for the evaluation of PY 3 without written approval of AIU. The allocation of budget and hours of Evaluation Services to be provided by Evaluator’s key personnel shall be as specified in Table 1 and Table 2, unless changes are approved in writing by AIU.



Table 1.0 Allocation of Budget

REES Program		Year 1		Year 2		Year 3		Total
Evaluation Plan	\$	13,312	\$	9,645	\$	14,929	\$	37,886
Verification and QA/QC Plan	\$	8,220	\$	-	\$	-	\$	8,220
Review Tracking	\$	7,372	\$	-	\$	-	\$	7,372
REES Program								
Home Energy Per	\$	12,622	\$	27,522	\$	42,292	\$	82,436
HVAC TU	\$	1,122	\$	45,022	\$	65,885	\$	111,985
Res. App Recycle	\$	1,112	\$	32,571	\$	52,105	\$	85,788
Lighting and App	\$	4,622	\$	42,915	\$	65,420	\$	112,957
Multifamily	\$	4,212	\$	22,522	\$	45,124	\$	71,858
New HVAC	\$	9,522	\$	44,527	\$	65,935	\$	119,984
DR-DLC	\$	22,396	\$	45,476	\$	72,397	\$	140,269
Reporting/Management	\$	22,300	\$	32,607	\$	50,466	\$	105,374
Evaluation Support	\$	19,320	\$	12,717	\$	19,683	\$	51,720
Total REES	\$	135,212	\$	322,413	\$	498,021	\$	955,646

Table 2.0 Allocation of Budget and Hours

Task	Material Costs	Residential Energy Solutions Evaluation Budget Estimated Hours Program Year 1 (June 2008 – May 2009)											
		Vice President	Principal	Principal	Sr. Associate	Sr. Analyst	Consultant Associate	Consultant Analyst	Managing Consultant	Consultant Analyst	Principal Consultant	Total	Program Year 1
PVI rates													
1. Evaluation Plan													
2. Verification and QA/QC Plan													
3. Review Tracking													
4. Implement Plan													
a. Home Energy Perf													
b. Res HVAC T-U	\$-												
c. Res App recycle													
d. Res Light & App													
e. Res Multifamily													
f. Res New HVAC	\$-												
g. Res DR-DLC													
5. Reporting / Management													
6. Evaluation Support													
Total													